

SERIAL 04239 C TRAFFIC STRIPING PAINT

CONTRACT CANCELLED BY MARICOPA COUNTY ON 2/14/06.

CONTRACT PERIOD THROUGH APRIL 30, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **TRAFFIC STRIPING PAINT (NIGP CODE 63066)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **JUNE 08, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/ks
Attach

Copy to: Clerk of the Board
 Jim Baker, MCDOT
 Kathy Sicard, Materials Management

(Please remove Serial 99213-X from you contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR:

**TRAFFIC STRIPING PAINT
(NIGP CODE 63066)****1.0 INTENT:**

The intent of this Invitation for Bid is to establish a contract for Traffic Striping Paint as specifically listed herein. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Material to be delivered to the Maricopa County Department of Transportation, Warehouse, 2222 S. 27th Street, Phoenix, Arizona 85009, as covered by purchase order only.

1.0 TECHNICAL SPECIFICATIONS:

The intent of these specifications is to establish a three (3) year pricing agreement with **one three-year** option for renewal. This pricing agreement is for the purpose of obtaining water borne 100% Acrylic Polymer Emulsion (high build type) and Crosslink Polymer Emulsion (plastic type) white, yellow (lead and lead free), and black striping paint for County applied traffic striping.

1.0 SPECIFICATIONS:

White, Yellow (lead and lead free), and black paint shall be formulated and conform to the following specifications:

1.0.0 100% ACRYLIC POLYMER EMULSION

	WHITE	YELLOW	BLACK
Pigment, % by weight	60 ± 2	60 ± 2	60 ± 2
Vehicle, % by weight	40 ± 2	40 ± 2	40 ± 2
Non-Volatile, % by weight of paint	76.0 ± 2	76.0 ± 2	76.0 ± 2
Weight per gallon, lbs. Minimum	13.0	13.0	13.0
Viscosity, @ 77° F, Kreb Units	80-95	80-95	80-95
Grind (Hegman Gauge), minimum	4	4	4
Field Tested no tracking time under ambient conditions	20-90 seconds	20-90 seconds	20-90 seconds
Dry Through Time, 15 mils wet @ 90% R.H. 72.5° F, minutes, max ASTM D-1640	125	125	125
VOC (Volatile Organic Content), max.	100 g/l	100 g/l	100 g/l
Contrast Ratio, %, min.	91	91	91
Reflectance, %, min.	86	50	10

NOTES:

Resin shall be equal to or better than Rohm & Haas™ Resin E3427.

Paint shall be equivalent to or better than Pervo Stripe™ 6000 Series.

1.0.0 CROSSLINK POLYMER EMULSION

	WHITE	YELLOW	BLACK
Pigment, % by weight	62 ± 2	62 ± 2	62 ± 2
Vehicle, % by weight	38 ± 2	38 ± 2	38 ± 2
Non-Volatile, % by weight of paint	77.0 ± 2	77.0 ± 2	77.0 ± 2
Weight per gallon, lbs. Minimum	13.5	13.5	13.5
Viscosity, @ 77° F, Kreb Units	80-95	80-95	80-95
Grind (Hegman Gauge), minimum	4	4	4
Field Tested no tracking time under ambient conditions	20-90 seconds	20-90 seconds	20-90 seconds
Dry Through Time, 15 mils wet @ 90% R.H. 72.5° F, minutes, max ASTM D-1640	1 hour	1 hour	1 hour
VOC (Volatile Organic Content), max.	100 g/l	100 g/l	100 g/l
Contrast Ratio, %, min.	91	91	91
Reflectance, %, min.	86	50	10

NOTES:

Resin shall be equal to or better than Rohm & Haas™ Resin HD21.

Paint shall be equivalent to or better than PervoPlastic™ 6050 Series.

1.0 COMPLIANCE:

The Vendor **shall provide with the bid submittal**, the paint manufacturer's Brand Name, Product Code, Formulation, Technical data, and Material Safety Data Sheets for each product, which will meet the above specifications.
MANDATORY REQUIREMENT

The Vendor shall provide Certificates of Compliance conforming to the above specifications, for each lot or batch of paint prior to its use. **These documents are to be provided with the shipping documents.**

1.0 PACKAGING:

White and yellow paint shall be provided in 5 gallon cans (cost of can included in pricing) and 190 gallon batches in 220 gallon capacity totes.

Dimensions of Tote shall be 48" (1219 mm) wide, 40" (1016 mm) long, and 49.5" (1200 mm) high, equal or equivalent to TUFF TANK II™. Totes shall remain the property of the Vendor.

Black paint shall be provided in 5 gallon cans (cost of can included in pricing).

1.0 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have five (5) days to perform its acceptance testing and inspection of the Products, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

1.0 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Products meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

1.0 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within five (5) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

1.0 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

1.0 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (0) Name and address of the Contractor;
- (0) Name and address of the County Agency;
- (0) County purchase order number;
- (0) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

1.0 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

1.0 BRAND NAME:

Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

1.0 SAMPLES:

Contractors may be requested to furnish samples of products bid for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

1.0 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the products listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of this solicitation.

1.0 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

1.0.0 Documentation from the manufacturer that the product or model has been discontinued.

1.0.0 Documentation that names the replacement product or model.

1.0.0 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

1.0.0 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

1.0.0 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

1.0 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

1.0 SPECIAL TERMS & CONDITIONS:

1.0 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

1.0 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of one (1), three (3) year option. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

1.0 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

1.0 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

1.0.0 Compliance with specifications

1.0.0 Price

1.0.0 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

1.0 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

1.0 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

1.0 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid)

1.0 INDEMNIFICATION AND INSURANCE:

1.0.0 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

1.0.0 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

1.0.0 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

1.0.0.0 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

1.0.0.0.0 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

1.0.0.0.0 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

1.0.0 Certificates of Insurance.

1.0.0.0 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

1.0.0.0 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

1.0 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

1.0 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM BAKER, TRANSPORTATION, 602-506-3454
(JimBaker@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

1.0 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

1.0 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled), one (1) extra hard copy and one (1) electronic copy of pricing on diskette or CD. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

1.0 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

1.0.0 One (1) original and one (1) copy of all submissions is MANDATORY

1.0.0 Pricing pages, MANDATORY (Attachment A)

1.0.0 Agreement page, MANDATORY (Attachment B)

1.0.0 References, MANDATORY (Attachment C)

1.0.0 Copies of Catalogs/Pricing Documents, MANDATORY

1.0.0 Literature, Technical and Descriptive, MANDATORY

TMT-PATHWAY, LLC, 1675 COMMERCIAL ST. NE, SALEM, OR 97303

C801030 / B0604559 / NIGP CODE 63066

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

TRAFFIC STRIPING PAINT in accordance with the attached specifications:

<u>ESTIMATED QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXT. PRICE</u>
1.0	100% ACRYLIC POLYMER EMULSION TRAFFIC PAINT		
	1.1 White Traffic Paint		
1,080 Gal.	1.1.1 5 gallon can (cost of can included)	\$5.58 /gal	\$6,026.40
45,450 Gal.	1.1.2 190 gallons in 220 gallon tote (cost of tote not included)	\$5.20 /gal	\$236,340.00
	1.2 Yellow Traffic Paint (Leaded)		
400 Gal.	1.2.1 5 gallon can (Cost of can included)	\$5.30 /gal	\$2,120.00
20,000 Gal.	1.2.2 190 gallons in 220 gallon tote (cost of tote not included)	\$5.04 /gal	\$100,800.00
	1.3 Yellow Traffic Paint (Lead-Free)		
400 Gal.	1.3.1 5 gallon can (Cost of can included)	\$5.60 /gal	\$2,240.00
5,000 Gal.	1.3.2 190 gallons in 220 gallon tote (cost of tote not included)	\$5.21 /gal	\$26,050.00
	1.4 Black Traffic Paint		
500 Gal.	1.4.1 5 gallon can (cost of can included)	\$5.83 /gal	2,915.00
2.0	CROSSLINK POLYMER EMULSION TRAFFIC PAINT		
	2.1 White Traffic Paint		
2,000 Gal.	2.1.1 5 gallon can (cost of can included)	\$6.22 /gal	\$12,440.00

TMT-PATHWAY, LLC, 1675 COMMERCIAL ST. NE, SALEM, OR 97303

<u>ESTIMATED QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXT. PRICE</u>
10,000 Gal.	2.1.2 190 gallons in 220 gallon tote (cost of tote not included)	\$5.85 /gal	\$58,500.00
2.2 Yellow Traffic Paint (Leaded)			
2,000 Gal.	2.2.1 5 gallon can (Cost of can included)	\$5.70 /gal	\$11,400.00
10,000 Gal.	2.2.2 190 gallons in 220 gallon tote (cost of tote not included)	\$5.44 /gal	\$54,400.00
2.3 Yellow Traffic Paint (Lead-Free)			
2,000 Gal.	2.3.1 5 gallon can (Cost of can included)	\$5.98 /gal	\$11,960.00
10,000 Gal.	2.3.2 190 gallons in 220 gallon tote (cost of tote not included)	\$5.61 /gal	\$56,100.00
2.4 Black Traffic Paint			
500 Gal.	2.4.1 5 gallon can (cost of can included)	\$6.28 /gal	\$3,140.00

Terms: Net 30

Vendor Number: W000001767 X

Telephone Number: 800-835-3357

Fax Number: 800-774-8464

Contact Person: Candice Edmondson

E-mail Address: cedmondson@jacksonproducts.com

Contract Period: To cover the period ending **APRIL 30, 2008**